

Charles E. Simpson, Esq.
Jeffrey C. Hoffman, Esq.
**WINDELS MARX LANE &
MITTENDORF, LLP**
156 West 56th Street
New York, New York 10019
Tel: (212) 237-1000
Fax: (212) 262-1215
E-mail: csimpson@windelsmarx.com
jhoffman@windelsmarx.com

Counsel to Parmjit Singh Parmar (a/k/a Paul Parmar) and the Parmar Entities

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

Orion HealthCorp., Inc., et al.,

Debtors

Orion HealthCorp., Inc., et al.,

Plaintiffs.

v.

Parmjit Singh Parmar (a/k/a Paul Parmar, et al.),

Defendants,

Chapter 11 Case

Nos. 18-71748 (AST) through
18-71789 (AST)

(Jointly Administered)

Adv. Pro. No. 18-08053 (AST)

**RESPONSE TO THE REPLY IN FURTHER SUPPORT OF LIQUIDATING
TRUSTEE'S MOTION PURSUANT TO RULE 9019 OF THE FEDERAL RULES OF
BANKRUPTCY PROCEUDRE AND SECTION 105 OF THE BANKRUPTCY
CODE FOR ENTRY OF AN ORDER APPROVING SETTLEMENT
AGREEMENT BY AND AMONG THE LIQUIDATING TRUSTEE,
THE CC CAPITAL PARTIES AND THE SECURED LENDERS**

Defendants Parmjit Singh Parmar (a/k/a Paul Parmar) and the Parmar Entities, by their attorneys, Windels Marx Lane & Mittendorf, LLP, submit this Response to the Reply in Further Support of the Liquidating Trustee's Motion (Docket No. 221) filed by Howard Ehrenberg in his

capacity as the Liquidating Trustee of the Orion Liquidating Trust (the “Liquidating Trustee”), as successor to Plaintiff Orion HealthCorp., Inc., et al. (the “Debtors”), to authorize the Liquidating Trustee to enter into the proposed Settlement Agreement, dated August 21, 2019 (the “CC Capital Settlement Agreement”).

1. For purpose of clarification, Parmar and the Parmar Entities do not object to the CC Capital Settlement Agreement (Docket No. 221) or the Liquidating Trustee’s motion for its approval.

2. However, to the extent Parmar and the Parmar Entities are successful on their claims in the Racketeering Influenced Corrupt Organization (“R.I.C.O.”) case pending in the U.S. District ^{Court for the District} of New Jersey against CC Capital, certain of the CC Capital Parties and certain Secured Parties, Parmar nor the Parmar Entities waive any claims they may have to the funds asserted in the CC Capital Proofs of Claim and the D&O Indemnification Claims and potential claims and causes of action which the CC Capital Parties may have against third parties with respect to any proceeds to be distributed to the CC Capital Parties by the Liquidating Trust to CC Capital, Secured Parties or certain Secured Lenders or their allowed claims pursuant to the Waterfall provisions under the Debtors’ confirmed chapter 11 plan.

3. With respect to the Liquidating Trustee’s motion (Docket No. 222) for approval of the Global Settlement Agreement among the Liquidating Trustee, the Destre Parties, CC Capital and the U.S. Government, Parmar and the Parmar Entities object to the motion for an Order approving the Proposed Settlement Agreement.

CONCLUSION

WHEREFORE, Parmar and the Parmar Entities respectfully request that this Court (i) deny the Liquidating Trustee's Motion (Docket No. 222) for authority to enter into and approving the Global Settlement Agreement or, (ii) in the alternative, stay the distribution of any and all of the funds claimed by Parmar or the Parmar Entities until a ruling is obtained resolving the claims asserted against Parmar and the Parmar Entities with respect to the funds, and (iii) grant such other and further relief as is just and proper.

Dated: New York, New York
October 9, 2019

Respectfully submitted,

WINDELS MARX LANE & MITTENDORF, LLP
Counsel to for Parmjit Singh Parmar
(a/k/a Paul Parmar) and the Parmar Entities

By: /s/ Charles E. Simpson
Charles E. Simpson
A Member of the Firm

156 West 56th Street
New York, NY 10019
Tel: (212) 237-1000